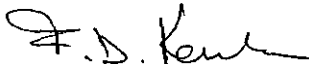


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE
MINISTER OF DEFENSE OF THE REPUBLIC
OF ITALY
AND
THE SECRETARY OF DEFENSE ON BEHALF OF
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
FOR THE
PROJECT ULYSSES

Certified to be a true copy of the original.


Frank Kenlon, Navy IPO-03B

22 OCT 97
(date)

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PREAMBLE

The Minister of Defense of the Republic of Italy and the Secretary of Defense on behalf of the Department of Defense of The United States of America hereinafter jointly referred to as the "Parties";

- Having a common interest in defense;
- Having conducted technical discussions since 1994, which culminated in a common Operational Concept Document (OCD) defining broad concepts for a new generation Advanced Stand Off Weapon (ASOW) (7 July 1995);
- Recognizing their common interests through the signing of a Joint Expression of Intent (JEOI), in November 1995, to explore a joint study effort;
- Recognizing the benefits to be obtained from a cooperative study effort to further refine the OCD;
- Recognizing a high degree of agreement and understanding of the scope and objectives of a cooperative study effort, along with the methodology to be employed; and,
- Recognizing the benefit of cooperation in the analysis of alternatives to define and evaluate common requirements for a new generation ASOW;

Have agreed as follows:

ARTICLE I

DEFINITIONS AND ABBREVIATIONS

The Parties have agreed upon the following definitions and abbreviations for terms used in this Memorandum of Understanding (MOU):

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contractor	Any entity awarded a Contract by a Party's contracting agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this MOU, the information shall be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Party. This does not include sales to a Third Party.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.

Financial Costs	Any Project costs that, due to their nature, will be paid using monetary contributions from the Parties.
Party	A signatory to this MOU.
Project Background Information	Information not generated in the performance of the Project.
Project Foreground Information	Project Information generated in the performance of the Project.
Project Information	Any information provided to, generated in, or used in this Project regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.
Program ULYSSES	A potential joint effort between the Italian Navy and the U.S. Navy in the field of the New-Generation Advanced Stand-Off Weapon.
Project ULYSSES	The first step toward the Program ULYSSES. It is a cooperative project to jointly develop a study, modeled on the U.S. DoD AOA, to provide to both Navies all necessary elements to define the Operational Requirement Document (ORD) balancing the OCD requirements against technical risks, and realities of cost and schedule, in order to support any subsequent acquisition process

and serve as a basis from which to evaluate any future cooperative course of action.

Third Party

Any person or other entity whose governing authority is not a Party to this MOU.

ABBREVIATIONS

ASOW	Advanced Stand Off Weapon
AOA	Analysis of Alternatives
DoD	Department of Defense of the United States of America
DON	Department of the Navy
DSA	Designated Security Authority
JEOI	Joint Expression of Intent
MOD	Ministry of Defense of the Republic of Italy
MOU	Memorandum of Understanding
NATO	North Atlantic Treaty Organization
NATO SOFA	NATO Status of Forces Agreement
NAWC-WD	Naval Air Warfare Center - Weapons Division
OCD	Operational Concept Document
ORD	Operational Requirement Document
U.S.	United States of America
WR	Work Request

ARTICLE II

OBJECTIVES

2.1. The objective of Project ULYSSES (hereinafter referred to as "the Project") is to conduct a cooperative study effort, modeled after the U.S. Department of Defense (DoD) Analysis Of Alternatives (AOA) approach that will:

- 2.1.1. Refine the OCD for the new generation ASOW.
- 2.1.2. Identify alternatives in both countries available to meet the refined OCD.
- 2.1.3. Evaluate operational effectiveness, costs, technical risk, and perform a cost effectiveness trade-off analysis for each alternative.
- 2.1.4. Document the results and supporting rationale in a formal report.
- 2.1.5. Provide information to define the ORD.
- 2.1.6. Identify common areas that might serve as a basis for future cooperation.
- 2.1.7. Provide decision makers in both Navies a basis from which to evaluate future courses of action.

2.2. This MOU addresses only a cooperative study effort.

2.3. Participation in the Project does not imply any commitment by a Party to enter into any future or follow-on cooperative effort, nor does it imply any commitment to bear costs from proceeding, or not proceeding, beyond this Project. Participation in any subsequent cooperative follow-on effort will be the subject of further separately negotiated MOUs.

ARTICLE III

SCOPE OF WORK

3.1. The overall work to be performed under this MOU shall be executed in such a way as to achieve the objectives set out in Section II (Objectives) of this MOU.

3.2 The Project is intended to accomplish the following:

- 3.2.1. Define and develop appropriate common threat models;
- 3.2.2. Develop operational and tactical mission scenarios that satisfy the requirements of both Navies and sufficiently test alternatives;
- 3.2.3. Develop and define any assumptions and constraints to be considered during the analysis;
- 3.2.4. Develop a common set of alternatives to be evaluated and critical issues to be assessed that include the utilization of both countries= technology, techniques, hardware, and software;
- 3.2.5. Develop and define analytical methodologies to be employed and measures of effectiveness to be used in assessing alternatives;
- 3.2.6. Define data requirements and in conjunction with the National Project Coordinators build necessary data bases;
- 3.2.7. Evaluate performance, sensitivity to assumptions and constraints, technical risks, and cost and schedule considerations;
- 3.2.8. Perform cost and operational effectiveness analysis for each alternative;
- 3.2.9. Prepare a final written report documenting study results and deliver to the Oversight Board.

Annex A describes the major tasks necessary to accomplish this Scope of Work.

3.3. The OCD for a new generation ASOW dated 7 July 1995 will serve as the base requirements document for the Project.

3.4. The Project is planned to be accomplished in 12 months or less. Such a schedule supports Italian and U.S. Navy planning requirements.

ARTICLE IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. The U.S. shall act as the Host Nation for the Project. The Project shall be directed and administered on behalf of the Parties by National Project Coordinators.

4.2. Each Party shall appoint a National Project Coordinator. The National Project Coordinators shall meet quarterly or as otherwise appropriate for the efficient conduct of the Project. The location of the meeting shall alternate between Italy and the U.S. Decisions of the National Project Coordinators shall be made unanimously. The National Project Coordinators shall be responsible for:

- 4.2.1. Carrying out the provisions of this MOU and exercising executive-level oversight of the Project.
- 4.2.2. Managing Project resources using existing organizational elements to provide resources, on-site support, data, and technical assistance requested by the Project Study Director.
- 4.2.3. Preparing a Project budget and a payment schedule for approval by the respective appropriate national authorities.
- 4.2.4. Reviewing the financial status of the Project to ensure compliance with the provisions of Article VI (Financial Provisions) and reporting financial status of the Project to the appropriate national authorities.
- 4.2.5. Recommending amendments to this MOU to the Parties in accordance with Article XVII (Amendment, Termination, Entry Into Force, and Duration).
- 4.2.6. Maintaining oversight of the security aspects of the Project, including preparing a Project Security Instruction and a Classification Guide

for the Project as described in Article X (Security) and obtaining approval from the appropriate Designated Security Authority (DSA) of a Project Security Instruction and a Classification Guide prior to the transfer of Classified Information or Controlled Unclassified Information.

4.2.7. Monitoring Third Party sales and transfers authorized in accordance with Article XI (Third Party Sales and Transfers).

4.2.8. Providing recommendations to the Parties for the addition of new Parties in accordance with Article XIII (Participation of Additional Parties).

4.3. The National Project Coordinators shall report to their appropriate national authorities.

4.4. PROJECT EXECUTION. To achieve the objectivity required of the AOA process, the study effort shall be executed independently of the National Project Coordinators. It shall be chartered by an Oversight Board and performed by a Project Study Director and a Project Study Team.

4.5. The Oversight Board shall consist of representatives from the acquisition and operational organizations of each Party and will be co-chaired by an Italian and a U.S. representative; however, each Party shall have only one vote. Decisions of the Oversight Board shall be made unanimously. The Oversight Board shall meet as soon as possible after signature of this MOU, as required during the conduct of this Project, and at its conclusion. The Oversight Board shall be responsible for:

4.5.1. Approving members of the Study Team.

4.5.2. Reviewing and approving the study plan.

4.5.3. Reviewing the validity of assumptions and reasonableness of conclusions.

4.5.4. Providing technical guidance to the Study Director and Study Team.

4.5.5. Conducting in-process reviews.

4.5.6. Promulgating the final study report.

4.6. The Project Study Director shall be appointed by the DoD; a Senior Study Representative shall be appointed by the Italian Ministry of Defense (MOD). The Project Study Director shall:

4.6.1. Prepare the study plan and submit it to the Oversight Board.

4.6.2. Recommend membership of the Study Team in coordination with the Senior Study Representative.

4.6.3. Coordinate with the National Project Coordinators for resources and technical support.

4.6.4. Provide tasking to the Study Team and direct the conduct of the study effort.

4.6.5. Provide periodic reports to the National Project Coordinators as to the status of resources, compliance with the project schedule, and any issues requiring resolution.

4.6.6. Prepare interim reports as necessary and present such reports to the Oversight Board.

4.6.7. Prepare a final written report documenting study results and deliver the report to the Oversight Board.

4.7. The Project Study Team shall consist of the Project Study Director, the Senior Study Representative and sufficient engineering and analytical personnel to accomplish the required tasks within the resources and schedule constraints. Team members with appropriate skills and expertise shall be selected from NAWC-WD, China Lake, supplemented with personnel from other U.S. DoD and Italian MOD laboratories and facilities and qualified Contractors as deemed appropriate by the Study

Director. The Project Study Team shall perform the tasks as assigned by the Project Study Director to accomplish the objectives defined in the study plan. The major tasks to be performed are indicated in Annex A.